

MILDRED MARIE WELTY	:	No. 24,186	Equity
vs.	:	In the	
CLARENCE A. WELTY	:	Circuit	
-----	:	Court	
CLARENCE A. WELTY	:	for	
vs.	:	Frederick County,	
MILDRED MARIE WELTY	:	Maryland.	

MEMORANDUM

In this Bill of Complaint seeking to compel the recording of a deed, the appointment of a Trustee for this property and for other and further relief, the Court has previously made a finding of fact. Counsel were given the opportunity of filing memoranda of law setting forth their views of the law as applied to these facts.

Counsel for Clarence A. Welty makes two contentions, (1) That there had been no delivery of the deeds in question with intent to pass any interest in property to Mrs. Welty, and (2) That an unrecorded deed passes no title. With respect to the first contention he cites Buchwald v. Buchwald, 175 Md. 115 and Gianakos v. Magiros, 234 Md. 14 together with Fike v. Harshbarger, Daily Record, May 13, 1974, and Chillemi v. Chillemi, 78 A 2d, 750. These cases only point out the necessity of delivery or compliance with specified conditions where there is a conditional delivery. The Court has already found as a fact that there was a delivery of the deed to the property in question to the straw grantee and a valid delivery back to one of the tenants by the entirety. This was sufficient to pass title to both tenants by the entirety and the mere fact that one of them subsequently re-delivered one of the two deeds to the straw grantee with instructions to hold it for his benefit would not be sufficient to divest the interest of the other tenant by the entirety.

With respect to the other contention of Clarence A. Welty that an unrecorded deed passes no title, such contention is directly contrary to Meise v. Tayman, 222 Md. 426 and earlier cases such as Johnston v. Canby, 29 Md. 211 and Phillips v. Pearson, 27 Md. 242. Clearly an unrecorded deed duly executed and delivered passes title between the parties. The language cited by counsel for